

General Terms and Conditions

Sale of motorcycle saddles and related products — standard products and made-to-order (custom-made) products

Saddle Company — Molenpoortstraat 4, 7041 BG 's-Heerenberg, the Netherlands — Chamber of Commerce (KvK) no. 42148944 — VAT no. NL005538238B60 — info@saddle-company.eu

Version 20260904 · Applicable to consumers

This is a translation of the Dutch general terms and conditions. In the event of any discrepancy or difference in interpretation, the Dutch version shall prevail.

Article 1 — Definitions

In these general terms and conditions, the following terms have the meanings set out below:

- Seller: Saddle Company, established in 's-Heerenberg, registered with the Chamber of Commerce under number 42148944, acting as seller and — for products from outside the European Union — also as importer.
- Customer / Consumer: the natural person who is not acting in the course of a profession or business and who enters into an agreement with the seller.
- Supplier: the manufacturer or sub-supplier from whom the seller obtains the products, including in any event Corbin-Pacific, Inc. (United States) and Bagster SAS (France), as well as other brands that the seller may add to its range from time to time.
- Product: any item offered or supplied by the seller, including motorcycle saddles, backrests, saddle covers, tank covers, luggage, parts and accessories.
- Standard Product: a product supplied in a predetermined, unmodified version specified by the supplier or the seller. A product is also a standard product if it is not supplied from stock but is ordered from the supplier or produced by the supplier after the order has been placed, and if the customer chooses from a predetermined standard range (for example model, size or standard colour).
- Made-to-Order Product: a product that is manufactured or modified specifically in accordance with the customer's individual specifications and that consequently cannot readily be supplied to another customer without substantial modification, or that is clearly personalised, as referred to in Article 6:230p(f) of the Dutch Civil Code (Burgerlijk Wetboek, BW).
- Handmade Product: a product that is made wholly or largely by hand and/or from natural materials. Both Corbin and Bagster products are made by hand to a significant extent.
- Agreement: any agreement between the seller and the customer for the sale and delivery of a product, including distance contracts.

Article 2 — Applicability

1. These general terms and conditions apply to all offers, quotations, orders and agreements between the seller and the customer, regardless of the brand or origin of the product.
2. Deviations from these terms and conditions apply only if they have been agreed in writing.
3. If a provision of these terms and conditions conflicts with mandatory consumer law, the law shall prevail. In that case, the remaining provisions shall remain in full force and effect.
4. The general terms and conditions are made available to the customer before or at the time the agreement is concluded.

Article 3 — Product range and role of the seller

1. The seller sells products from various suppliers. The actual production is carried out not by the seller but by the relevant supplier.

2. For products manufactured outside the European Union — including Corbin products, which are handmade in the United States — the seller also acts as importer. For products manufactured within the European Union — including Bagster products, which are manufactured in France — the seller acts as reseller.
3. The customer is responsible for the accuracy and completeness of the information provided by the customer, including the make, model, year of manufacture and version of the motorcycle, as well as — in the case of a made-to-order product — the selected options, dimensions, materials and colours.
4. The seller may rely on the information provided by the customer and is not obliged to verify its accuracy.

Article 4 — Standard products and made-to-order products

1. The seller's range comprises both standard products and made-to-order products. Which regime applies to a product — in particular with regard to the right of withdrawal and the obligation to take delivery — is determined by the category into which the product falls, and not by whether the product was in stock.
2. Before the agreement is concluded, the seller states — in the offer, the quotation and/or the order confirmation — for each product whether it is a standard product or a made-to-order product, and whether the right of withdrawal under Article 7 applies. In the case of a made-to-order product, the seller also states in what way the product is manufactured or modified specifically in accordance with the customer's individual specifications.
3. The mere fact that a standard product is not available from stock and is ordered from the supplier or produced by the supplier after the order has been placed does not make it a made-to-order product. The right of withdrawal under Article 7 continues to apply to such a product.
4. If there may reasonably be doubt as to the category of a product and the seller has not stated it in accordance with paragraph 2, the product shall be deemed a standard product and the customer shall have the right of withdrawal under Article 7.
5. An agreement may comprise both standard products and made-to-order products. In that case, the applicable regime is determined per product.

Article 5 — Offers and quotations

1. All offers and quotations are non-binding, unless expressly stated otherwise.
2. A quotation is valid for 14 days from its date of issue, unless a different period is stated in the quotation. The quotation lapses once this period has expired.
3. Prices are stated in euros and include VAT, unless indicated otherwise, and are subject to obvious typographical or printing errors. Shipping costs are stated separately.
4. Images, showroom models, colour samples and material samples are indicative. Minor deviations in colour, grain, texture and dimensions compared with the samples shown are not binding on the seller and are inherent in the handmade product and the natural materials used. See also Article 9.

Article 6 — Formation of the agreement

1. The agreement is concluded at the moment the customer accepts a quotation or order in writing (including by email) and the seller confirms this acceptance.

Article 7 — Right of withdrawal for standard products (distance sales)

1. In the case of a distance purchase of a standard product, the customer has the right to withdraw from the agreement within 14 days without giving any reason. This withdrawal period begins on the day after the customer, or a third party designated by the customer, has received the product. In the case of an order delivered in multiple consignments, the period begins on the day after receipt of the last consignment.
2. The customer notifies the withdrawal within the withdrawal period by means of an unequivocal statement by email to info@saddle-company.eu, or by using the model withdrawal form attached as an annex to these terms and conditions.

3. During the withdrawal period, the customer shall handle the product and its packaging with care. The customer shall only unpack and handle the product to the extent necessary to establish the nature, characteristics and functioning of the product — comparable to what the customer would be permitted to do in a shop.
4. Merely test-fitting or temporarily mounting a motorcycle saddle on the motorcycle, without riding it and without damaging or modifying the product or the mounting hardware, is regarded as handling that may be necessary to establish the nature, characteristics and functioning of the product. Riding with the saddle and any other handling beyond what is necessary to establish the nature, characteristics and functioning of the product may result in the customer being liable for any resulting diminished value.
5. The customer shall return the product within 14 days of notifying the withdrawal, where reasonably possible in the original packaging and complete with all accessories and mounting hardware. The absence of the original packaging cannot in itself be a reason to refuse the right of withdrawal, but may, to the extent permitted by law, be taken into account when assessing any diminished value. The direct costs of returning the product shall be borne by the customer, provided that the seller has stated this before the agreement was concluded.
6. The seller shall refund all payments received from the customer, including the standard delivery costs paid by the customer for the outbound shipment, without undue delay and in any event within 14 days of the withdrawal. If the customer has chosen a more expensive delivery method than the cheapest standard delivery, the additional costs thereof need not be refunded.
7. The seller may withhold the refund until it has received the product back, or until the customer has demonstrated that the product has been returned, whichever is the earlier. The refund will be made using the same means of payment that the customer used, unless otherwise agreed.
8. The right of withdrawal under this article does not apply to made-to-order products. Article 8 applies to such products.

Article 8 — Made-to-order products: exclusion of the right of withdrawal and obligation to take delivery

1. A made-to-order product is a product that is manufactured or modified specifically in accordance with the customer's individual specifications and consequently cannot be supplied to another customer without substantial modification, or that is clearly personalised. If these conditions are met, the consumer has no statutory right of withdrawal pursuant to Article 6:230p(f) of the Dutch Civil Code. Before the agreement is concluded, the seller shall inform the customer expressly and clearly that the right of withdrawal does not apply to the relevant made-to-order product.
2. If the right of withdrawal is excluded in accordance with paragraph 1, the customer cannot cancel the agreement free of charge on the grounds of a change of preference, second thoughts or the mere fact that the customer no longer wishes to take delivery of the product. The customer's other statutory rights, including rights on account of non-performance, lack of conformity or any other failure in performance on the part of the seller, remain fully applicable.
3. If the customer requests cancellation before production has commenced, the seller may agree to it. If the seller agrees, it may charge only the costs that it actually owes or has already incurred as a result of the cancellation, insofar as these costs are reasonable. Any refund will be reduced by these reasonably owed costs.
4. The exceptions to the obligation to take delivery are the situation described in Article 11 (the product does not fit the motorcycle) and the case in which there is a defect as referred to in Article 10.

Article 9 — Handmade products, natural materials and acceptable variations

1. The products of Corbin and Bagster — and of any other suppliers for which the seller states this in the offer — are made wholly or largely by hand and from natural materials. This applies to both standard products and made-to-order products.
2. Minor imperfections and slight variations between items are inherent in the handmade and natural character of these products. These include in any event slight variations in:

- colour, depth of colour, sheen, grain and texture of leather, vinyl, Alcantara or textile, partly as a result of natural variation in the hide or the material;
- seam line, stitch length, stitching and edge finishing;
- padding, firmness, resilience and seating comfort of the foam;
- dimensions and shape, within the tolerances customary for handcrafted work;
- differences between individual items, or differences compared with images, showroom models, colour samples or previously supplied items.

Insofar as these variations are minor and, having regard to the nature of the product and the information provided to the customer in advance, can reasonably be regarded as inherent in the handmade character and/or the natural materials used, they do not constitute a defect or a lack of conformity.

3. Minor variations as referred to in paragraph 2 do not in themselves give rise to a right to refuse acceptance, or to repair, replacement, price reduction or termination, insofar as such variations are reasonably to be expected having regard to the nature of the product and the product otherwise conforms to the agreement. The provisions of this article are without prejudice to the consumer's statutory rights in the event of a lack of conformity.
4. The foregoing is without prejudice to the consumer's statutory right to a product that conforms to the agreement (Article 10), nor — in the case of standard products — to the right of withdrawal under Article 7. A customer who does not wish to keep a standard product for this or any other reason may exercise that right of withdrawal.

Article 10 — Conformity and warranty

1. The customer is entitled to a product that conforms to the agreement, in accordance with the statutory rules on consumer sales. This means, among other things, that the product, having regard to its nature, possesses the agreed description, characteristics, functionality, compatibility and other properties and is fit for the agreed purpose. The product must also possess the properties that the customer may reasonably expect on the basis of the agreement, the information provided by the seller and the nature of the product. The minor and acceptable variations in handmade products and natural materials referred to in Article 9 do not constitute a defect, insofar as they have been communicated in accordance with Article 9 and the product otherwise conforms to the agreement.
2. In the event of a lack of conformity, the customer is entitled to repair or replacement free of charge in accordance with the statutory rules. The seller must first be given a reasonable opportunity to examine the product and, where possible, to repair or replace it. If repair or replacement is not possible, does not take place within a reasonable period or cannot reasonably be required of the seller, the customer has the other statutory remedies, including price reduction or termination, insofar as provided for by law.
3. In addition to the consumer's statutory rights, a manufacturer's warranty from the supplier may apply to a product. Its content and duration differ per brand and are stated in the offer. A manufacturer's warranty is without prejudice to the consumer's statutory rights against the seller.
4. There is no defect in the case of damage or wear resulting from normal use, incorrect fitting, insufficient or improper maintenance, modifications by or on behalf of the customer, or use that deviates from the instructions provided by the supplier.

Article 11 — Fit on the motorcycle

1. If, despite the customer having provided correct and complete information, and insofar as the seller has promised suitability or fit for the relevant motorcycle or this expressly forms part of the agreement, the product demonstrably does not fit the motorcycle for which it was ordered, there is a lack of conformity. Where a made-to-order product is concerned, this also constitutes an exception to the obligation to take delivery referred to in Article 8.
2. The customer shall notify this in writing within 14 days of receipt of the product, providing substantiation and clear photographs. The seller shall then arrange for repair, adjustment or replacement. If that is not reasonably possible, the agreement will be terminated and the amount already paid will be refunded.

3. This exception does not apply if the incorrect fit is the result of incorrect or incomplete information provided by the customer, of changes or modifications to the motorcycle, or of fitting that was not carried out in accordance with the instructions.
4. In the case of a standard product, the customer may, instead of invoking this article, also exercise the right of withdrawal under Article 7, provided the withdrawal period has not yet expired.

Article 12 — Prices, payment and retention of title

1. Payment shall be made in the manner stated in the quotation or order.
2. In the case of a made-to-order product, the seller may, unless otherwise agreed, require a deposit of up to 50% of the purchase price when the order is placed. The balance of the purchase price shall be paid no later than upon delivery, unless the parties validly agree otherwise.
3. In the case of a standard product, the customer shall, unless otherwise agreed, pay the full amount when placing the order or before dispatch.
4. In the event of late payment, the consumer shall be in default after having been properly given notice of default and granted a reasonable period for payment. From that moment, statutory interest is payable. Extrajudicial collection costs may only be charged in accordance with the statutory rules and, where required, after the required free-of-charge payment reminder has been sent.
5. The seller retains ownership of everything delivered to the customer until the customer has fulfilled all obligations arising from the agreement. The customer is not entitled to sell, exchange, give away, pledge, encumber or otherwise dispose of the delivered products for as long as the seller retains ownership. The seller reserves the right to take back the delivered products and, for that purpose, to enter the premises of the customer or of third parties engaged by the customer.

Article 13 — Delivery and delivery times

1. The delivery times stated in this article are expected delivery times, unless the parties have expressly agreed in writing on a strict delivery deadline. The seller shall inform the customer as soon as possible if it becomes apparent that the expected delivery time cannot be met.
 - standard products from stock: 2 to 5 working days;
 - standard products ordered from or produced by a supplier within the European Union (including Bagster): 3 to 6 weeks;
 - made-to-order products manufactured within the European Union (including Bagster): 4 to 8 weeks;
 - products manufactured outside the European Union (including Corbin, United States): 8 to 12 weeks.
2. For products manufactured outside the European Union, the stated delivery time may also depend on production planning, transport, customs clearance and other circumstances in the international supply chain.
3. If a longer delivery time than the usual delivery time is expected when the agreement is concluded, the expected delivery time will be clearly communicated to the customer before the agreement is concluded.
4. If the expected delivery time is exceeded, the customer has the rights granted by law in that case. If the agreed or reasonably expected delivery period has expired, the customer may set the seller a reasonable additional period for delivery. If the seller also fails to deliver within that additional period, the customer is entitled to terminate the agreement in accordance with the law.
5. Without prejudice to the foregoing, if delivery is unreasonably delayed, the consumer may set the seller a reasonable additional period for delivery in writing. If delivery is also not made within that additional period, the consumer is entitled to terminate the agreement in accordance with the statutory rules.
6. The risk of damage to or loss of the product passes to the customer at the moment of delivery.

Article 14 — Inspection, complaints and notification of defects

1. The customer is requested to report visible defects or transport damage as soon as possible after receipt, preferably within 7 days. Failure to report a defect within this period does not result in the loss of any of the customer's statutory rights.
2. The customer shall report defects that are not immediately visible within a reasonable period after discovering the defect or after the moment at which the customer should reasonably have discovered it.
3. Complaints can be submitted via info@saddle-company.eu. The seller will respond substantively within 14 days of receipt or, if a longer handling time is required, with an indication thereof.
4. A notification under this article is not required in order to exercise the right of withdrawal under Article 7; only the procedure set out in that article applies to withdrawal.

Article 15 — Liability

1. The seller's liability is limited to no more than the invoice amount of the product concerned, or to the amount paid out by the seller's insurer in the case in question.
2. The seller is not liable for indirect damage, including consequential damage, loss of profit or lost savings. Furthermore, the seller shall never be liable for damage arising because the seller relied on incorrect or incomplete information provided by or on behalf of the customer. The seller is not liable for damage arising during transport or shipment.
3. The limitations in this article do not apply if the damage is the result of intent or deliberate recklessness on the part of the seller, nor to the extent that mandatory law precludes them. The consumer's statutory rights remain fully in force.

Article 16 — Force majeure

1. Force majeure means any circumstance not attributable to the seller that wholly or partly prevents performance, including: delay or failure on the part of the supplier or carrier, delays at customs or in importation, transport disruptions, extreme weather conditions, natural disasters, war, pandemic, government measures, trade restrictions, import duties and malfunctions.
2. During force majeure, the seller's obligations are suspended. If the force majeure lasts longer than a reasonable period, both parties are entitled to terminate the agreement without any obligation to pay compensation. In that case, amounts already paid for performance not yet delivered will be refunded.

Article 17 — Governing law and disputes

1. All agreements between the seller and the customer are governed exclusively by Dutch law.
2. Disputes shall preferably first be resolved by mutual consultation. If no solution is reached, disputes shall be submitted to the competent court in the district in which the seller has its place of business, without prejudice to the consumer's right to submit the dispute to the court that has jurisdiction by law.

Article 18 — Final provisions

1. If any provision of these terms and conditions is void or voidable, the remaining provisions shall remain in force. In that case, the parties shall consult with each other in order to replace the void or annulled provision with a valid provision that approximates its intent as closely as possible.
2. The seller is entitled to amend these general terms and conditions. Agreements already concluded remain subject to the terms and conditions as they applied at the time the agreement was concluded.
3. This is a translation of the Dutch version of these general terms and conditions. In the event of any discrepancy or difference in interpretation between the Dutch version and this translation, the Dutch version shall prevail.

Annex — Model withdrawal form

(Complete and return this form only if you wish to withdraw from the agreement. The right of withdrawal does not apply to made-to-order products to which the statutory exception of Article 6:230p(f) of the Dutch Civil Code applies — see Article 8.)

To: Saddle Company, Molenpoortstraat 4, 7041 BG 's-Heerenberg, the Netherlands, info@saddle-company.eu

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods:

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Ordered on (*) / received on (*):

Name of consumer(s):

Address of consumer(s):

Date: Signature of consumer(s) (only if this form is notified on paper):

() Delete as appropriate.*